8431 0 / 4572 2RS

INDIA

दो रुपया — दो रुपया

TWO RUPEES — भारत — TWO RUPEES

Duly stamped
Calcutta Stamp Act, 1899
23 4

Section 82 (1) of the
Calcutta Improvement Act, 1911.

Stamp duty paid under the Stamp Act Rs. 3047-.
Additional duty under C. I. Act Rs. DATED THIS 18th DAY OF NOVEMBER 1957.
Rs. 4060-.
in excess ... ... Rs.

Total ... ... Rs. 7107=..

Fee paid as under :-

A 814-.
E 2-.
N 3-.

819=..

From

BROJOBALLAV ROY CHOWDHURY & ORS.

To

PURANMAL MORE.

Registrar of Assurances,
Calcutta.
18/11/57

CONVEYANCE.

L. P. AGARWALLA & CO.
Solicitors.
1B, Old Post Office St.
Calcutta.

No. 457
of the year 19

Dated 18.11.57

Sold to [illegible]

Rs. [illegible]

Presented for registration at 11-55 A.M.
at the Calcutta Registration Office
on the 18th day of November, 1957
By Sushil Kumar Ray Chaudhury,
one of the Executants.

Sushil Kumar Ray Ch

Registrar of Assurances,
Calcutta.

18/11/57

Executed and delivered by
1) Sushil Kumar Ray Chaudhury and
2) Sudhir Kumar Ray Chaudhury both
Sons of late Sasanka Mohan Ray
Chaudhury and 3) Benoy Krishna
Ray Chaudhury and 4) Rupendra
Krishna Ray Chaudhury both Sons of
late Radha Charan Ray Chaudhury all
of 103, Sova Bazar St. Calcutta by
Caste Hindu by Occupation Landholders.

Sushil Kumar Ray C

38

Sudhir Kumar Ray Ch

3844

Benoy Krishna R

Rupendra

Kshitish Chandra Saha Son of Satis
Chandra Saha of 1/B, Old Post Office
St. Calcutta by Caste Hindu, by Occupation
Service & [illegible]
executed and delivered by
5) Guru Prasanna Ray Chaudhury Son
of late Protap Chandra Ray Chaudhury and
6) Sm. Sushila Bala Chaudhurani widow
of Kali Prasanna Ray Chaudhury and

3845

Rupendra Krishna Ray
Kshitish Ch. Saha

3846

Registrar of Assurances,
Calcutta.

19.12

id by the SC
ay Ray (57)
4
2 adults

750 Rs.

INDIA NON JUDICIAL

७५० रु. Rs 750

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

THIS INDENTURE made this 18th day of November One Thousand Nine Hundred and Fifty-seven -- -- BETWEEN BROJABALLAV ROY CHOWDHURY son of Sadhucharan Roy Chowdhury deceased by caste Baishya by occupation Land-holder - SUSHIL KUMAR ROY CHOWDHURY and SUDHIR KUMAR ROY CHOWDHURY both sons of Sasanka Mohan Roy Chowdhury deceased by caste Baishya by occupation Land-holder BENOY KRISHNA ROY-CHOWDHURY and RUPENDRA KRISHNA ROY CHOWDHURY both sons of Radhacharan Roy Chowdhury - deceased by caste Baishya by occupation Land-holder GURU PROSANNA ROY CHOWDHURY son of Pratap Chandra Roy Chowdhury deceased by -

caste

4415 L. P. Agarwala & Co., Solicitors
Solicitor
1B Old Court House Street Cal-1

9e 750 = 6750=00
1e 200=00
1e 150=00
1e 5=4
Rs 7105=00 14.11 57

14.11.57.

Gour Prasad Roy Chowdhury

7) Sm. Mrinalini Roy w/o 7 Radha Ballav Roy all of 103, Sova Bazar St, Calcutta, by Caste Hindu, by Occupation Landholders.

3847

Sahil Krishna Poddar Son of late Naresh Lall Poddar of 7, Old Court House St, Calcutta, by Caste Hindu, by Occupation Service Holder.

8) Anil Chandra Roy Chowdhury Son of Bijoy Ballav Roy Chowdhury of 103, Sova Bazar St, Calcutta, by Caste Hindu, by Occupation Landholder as Constituted attorney for Bijoy Ballav Roy Chowdhury as evidenced by Power

3848

Krishna Kanta Chatterjee Son of late Janaki Nath Chatterjee of 10, Sterling St, Calcutta, by Caste Hindu, by Occupation Service Holder.

3849

THE REGISTRAR OF CALCUTTA

Sahil Krishna Poddar

Registrar of Assurances
Calcutta
18/11/57

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

caste Baishya by occupation Land-holder SM. SUSHILA BALA CHOWDHU--RANI widow of Kaliprasanna Roy Chowdhury deceased for self and - as the Sole-executrix of the last Will and Testament of the said Kaliprasanna Roy Chowdhury dated the Twenty-eighth day of January One Thousand Nine Hundred and Thirty-five SM. MRINALINI ROY -- daughter of Hariprasanna Roy Chowdhury deceased and wife of Radha Ballav Roy by caste Baishya by occupation Land-holder all -- -- residing at No. 103, Sovabazar Street in the town of Calcutta - hereinafter called the "VENDORS" (which expression shall unless repugnant to the subject or context be deemed to include their respective heirs executors administrators representatives) of the First Part A N D SAMBIDANANDA DAS son of Raicharan Das deceased of No. 2, Roy Street in the town of Calcutta by caste Hindu by - occupation Barrister-at-Law, The Commissioner of Partition -- appointed in Suit No. 873 of 1953 (Brojoballav Roy Chowdhury -vs- Sushil Kumar Roy Chowdhury & Others) of the High Court at Calcutta in its Ordinary Original Civil Jurisdiction hereinafter called -

the

4415

9 cal 750 = 6750=00 L. P. Agarwala + Co, Solicitors

1 e 200=00 1. B Old Post Office Street Cal. 1

1 e 150=00

1 e 5=00

B. 7105=00

14.11.57.

Anilchandra Roychowdhury
as constituted attorney for
Brajballav Roychowdhury

3850

Executed and delivered
Sambidananda Das son of Late
Rai Charan Das of 2, Ray St,
Calcutta, by Caste Hindu, by Profession
Barrister-at-law as Commissioner
of Partition in Suit No 873 of
1953.

Sambidananda Das
Commissioner of Partition
in Suit No 873 of 1953

Executed and delivered
Hrishikesh Basak son of Late Manik
Lall Basak of 1B, Old Post Office St,
Calcutta, by Caste Hindu, by Profession
Service holder.

Hrishikesh Basak

Registrar of Assurances
Calcutta.
14/11/57

Registrar of Assurances
Calcutta.
18/11/57

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

the "CONFIRMING PARTY" (which expression shall unless repugnat to the subject or context be deemed to include his successor (successors-in-office)of the Second Part A N D PURANMAL MORE son of Kanhaiyalal More of No. 2074, Maharshi Debendra Road ir the town of Calcutta by caste Agarwal by occupation Merchant - hereinafter called the "PURCHASER" (which expression shall -- unless repugnant to the subject or context be deemed to includ his heirs, executors, administrators, representatives nominees and/or assigns) of the Third Part W H E R E A S at all -- material times Jagat Chandra Roy Chowdhury Protap Chandra Roy Chowdhury and Sarat Chandra Roy Chowdhury all sons of Raj -- Chandra Roy Chowdhury were absolutely seised and possessed of the premises No. 48, Sovabazar Street in the town of Calcutta AND WHEREAS the said Sarat Chandra Roy Chowdhury, Protap -- Chandra Roy Chowdhury and Sadhu Charan Roy Chowdhury the only son of the said Jagat Chandra Roy Chowdhury were also at all material times after the death of the said Jagat Chandra Roy Chowdhury absolutely seised and possessed of the premises No.4

Sovabazar

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

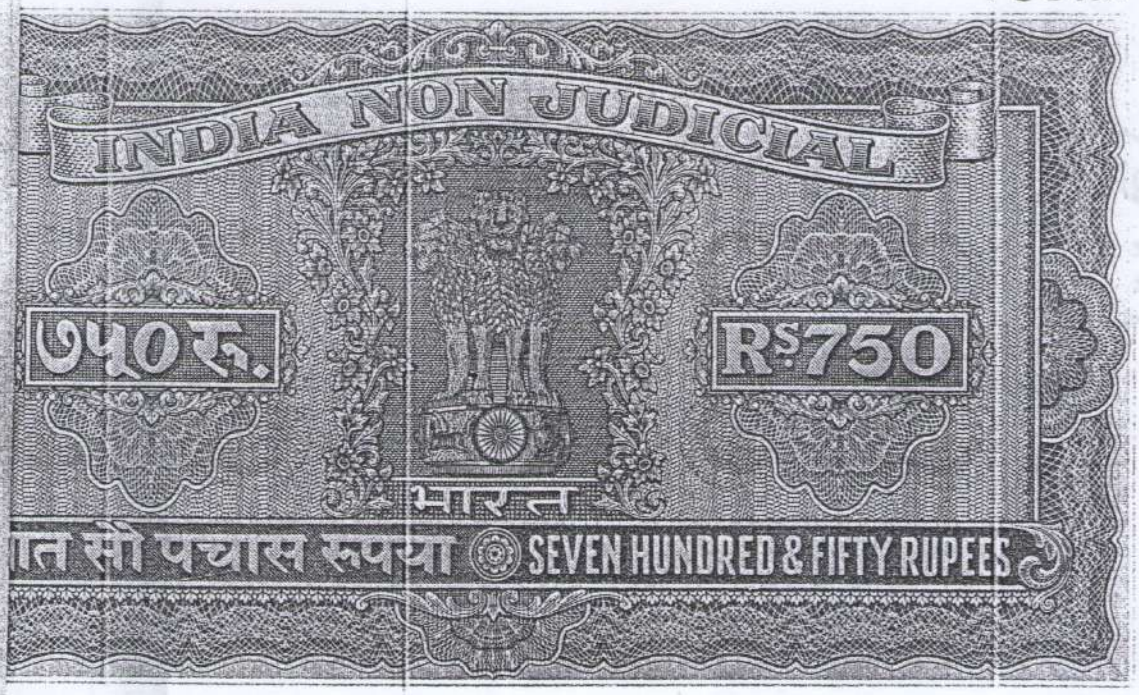
भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

Sovabazar Street in the town of Calcutta along with the said premises No. 48, Sovabazar Street in the town of Calcutta AND WHEREAS the said two premises were subsequently amalgamated - and numbered as premises No. 103, Sovabazar Street AND WHEREAS the said Sadhucharan Roy Chowdhury died intestate on or about - 22nd Chaitra in the year 1315 B.S. leaving him surviving his son the aforesaid Brojoballav Roy Chowdhury as his only heir and legal representative under the Dayabhaga School of Hindu Law by which the said Sadhucharan Roy Chowdhury was governed - during his life time as well as at the time of his death AND WHEREAS the said Sarat Chandra Roy Chowdhury died intestate in the year 1322 B.S. leaving him surviving his sons Sasanka - Mohan Roy Chowdhury and Radha Charan Roy Chowdhury as his heirs and legal representatives AND WHEREAS the said Sasanka Mohan Roy Chowdhury died intestate in the year 1943 leaving him -- surviving his two sons the aforesaid Sushil Kumar Roy Chowdhury and Sudhir Kumar Roy Chowdhury as his heirs and legal represen- -tatives under the Dayabhaga School of Hindu Law by which the

said

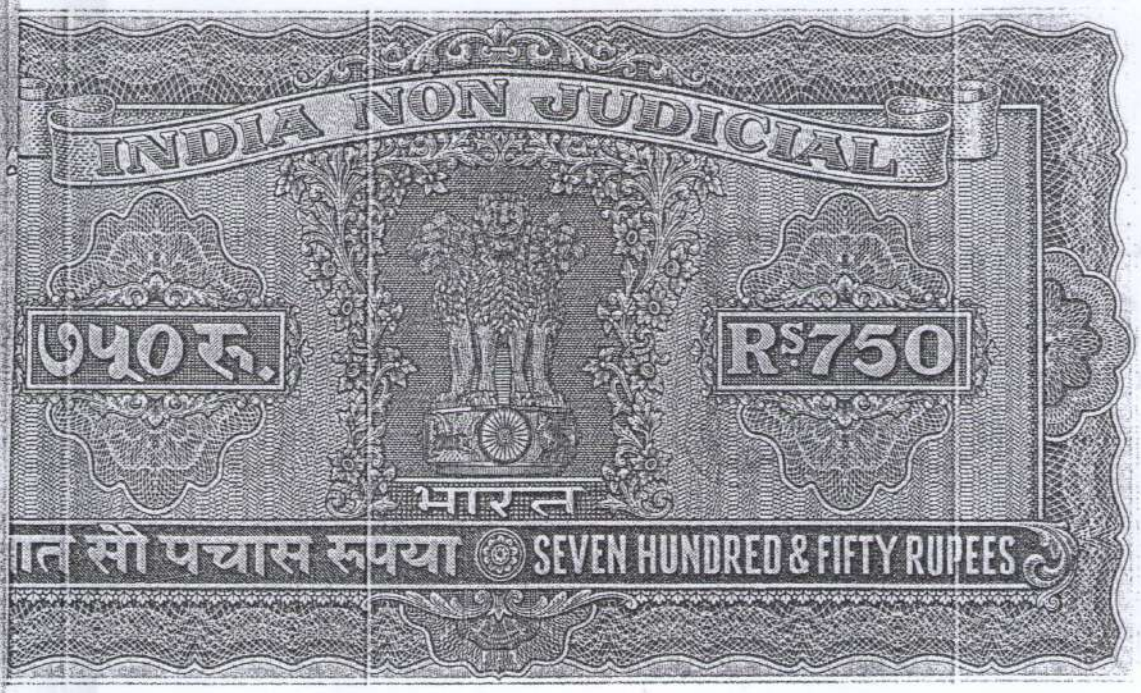
750 Rs.



said Sasanka Mohan Roy Chowdhury was governed during his life - time as well as at the time of his death AND WHEREAS the said Radhacharan Roy Chowdhury died intestate in the year 1933 A.D., leaving him surviving his two sons the aforesaid Benoy Krishna Roy Chowdhury and Rupendra Krishna Roy Chowdhury as his heirs - and legal representatives under the Dayabhaga School of Hindu Law by which the said Radhacharan Roy Chowdhury was governed - during his life time as well as at the time of his death AND WHEREAS the said Protap Chandra Roy Chowdhury died intestate in the year 1307 B.S. leaving him surviving his four sons -- Kaliprasanna Roy Chowdhury, Shyamaprosanna Roy Chowdhury, -- Guru Prosanna Roy Chowdhury and Hariprosanna Roy Chowdhury as his heirs and legal representatives under the Dayabhaga School of Hindu Law by which the said Protap Chandra Roy Chowdhury was governed during his life time as well as at the time of his -- death AND WHEREAS the said Shyamaprosanna Roy Chowdhury by the Conveyance dated the Fifth day of October One Thousand Nine --

Hundred

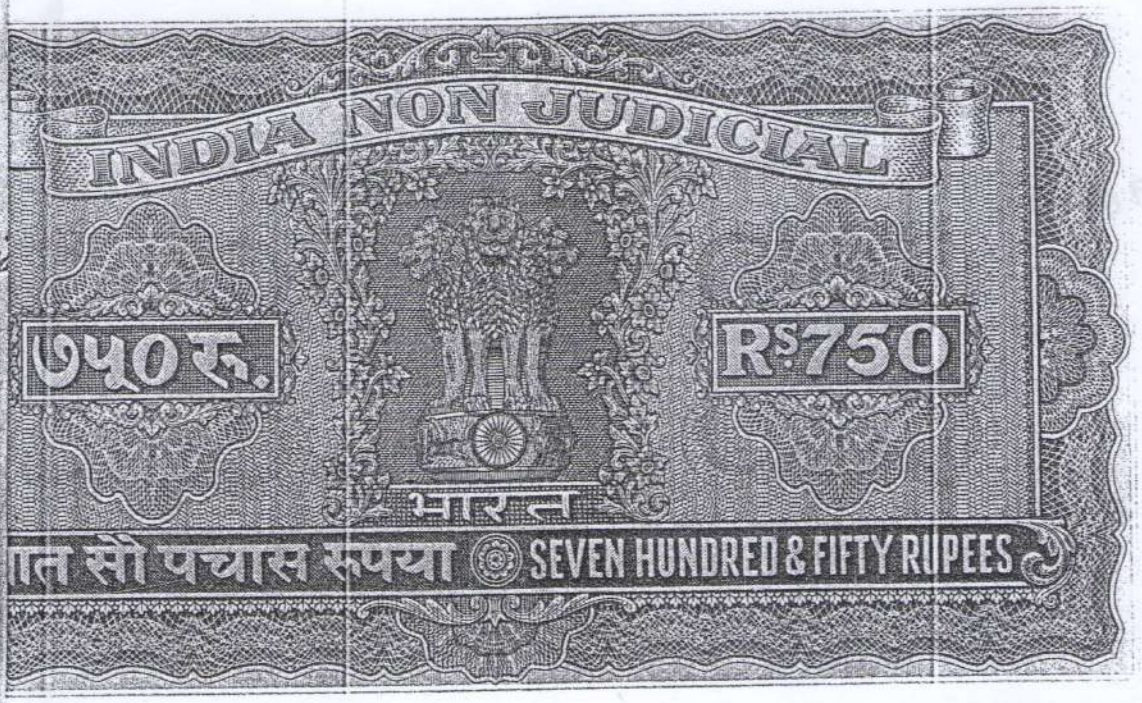
750 Rs.



Hundred and Twenty-eighth registered in the Calcutta Registra--tion Office in Book No. I Volume No. 91 Pages 242 to 246 -- Being No. 3878 for the year 1928 sold and transferred his -- undivided 1/12th share in the said premises No. 103, Sovabazar Street to his brothers Kaliprosanna Roy Chowdhury and Guru -- Prosanna Roy Chowdhury AND WHEREAS the said Hariprosanna Roy Chowdhury by a Deed of Gift dated the First day of September One Thousand Nine Hundred and Forty-eight registered in the - Calcutta Registration Office in Book No. I Volume No. 103 -- Pages 25 to 29 Being No. 3397 for the year 1948 made a Gift of his undivided 1/12th share in the said premises No. 103, -- Sovabazar Street to his daughter Sm. Mrinalini Roy one of the Vendors herein subject to the right of residence of his wife - Girindrabala Roy Chowdhury AND WHEREAS by a Bengali Deed of Release dated Second day of December One Thousand Nine Hundred and Fifty-four registered in the Calcutta Registration Office in Book No. I Volume No. 137 Pages 84 to 86 Being No. 5201 for

the

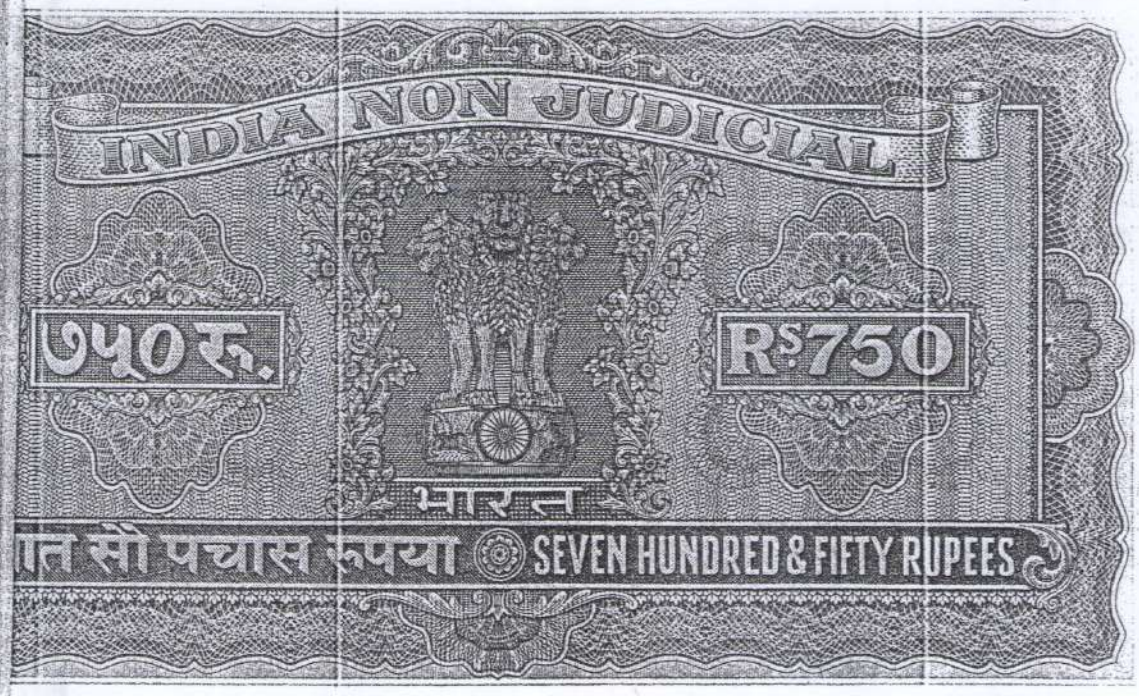
750 Rs.



the year 1954 the said Sm. Girindrabala Roy Chowdhury relinqui--shed and for ever released her right of residence in the said premises No. 103, Sovabazar Street in favour of her daughter - the said Sm. Mrinalini Roy AND WHEREAS the said Kaliprosanna Roy Chowdhury died on 10th February 1942 having published his last Will and Testament in Bengali language and character -- bearing the date Twenty-eighth day of January One Thousand Nine Hundred and Thirty-five and having appointed his wife Sm.Sushila Bala Chowdhurani one of the Vendors herein as the sole-executr--ix thereof AND WHEREAS the said Sm. Sushila Bala Chowdhurani duly applied for and obtained Probate of the said Will of -- Kaliprosanna Roy Chowdhury on the 18th day of November 1942 - from the District Delegate at Manikgunge now in Eastern Pakis--than AND WHEREAS no issues either male or female were born to the said Kaliprosanna Roy Chowdhury AND WHEREAS by the - said Will of Kaliprosanna Roy Chowdhury it was provided that the said executrix Sm. Sushila Bala Chowdhurani will be -- competent to sell the said Kaliprosanna Roy Chowdhury's share

in

750 Rs.



in the joint family property if and when all his co-sharers are or become willing to sell the entire property AND WHEREAS all the said co-sharers being the Vendors herein are willing to - sell the joint family property namely the premises No. 103, Sovabazar Street in the town of Calcutta intended to be hereby granted transferred conveyed or expressed so to be more fully set out in the Schedule hereunder written AND WHEREAS the -- Vendors are absolutely seised and possessed of the said premises No. 103, Sovabazar Street AND WHEREAS the Vendor Brojoballav - Roy Chowdhury instituted a suit in the High Court at Calcutta in its Ordinary Original Civil Jurisdiction against the other Vendors being Partition and Administration Suit No. 873 of 1953 (Brojoballav Roy Chowdhury -vs- Sushil Kumar Roy Chowdhury & -- Others) inter alia for partition of the said premises No. 103, Sovabazar Street by metes and bounds AND WHEREAS on 30th -- August 1955 the preliminary decree was passed in the said Suit No. 873 of 1953 appointing Sambidananda Das the Confirming --

Party

750 Rs.

INDIA NON JUDICIAL

७५० रु.

Rs 750

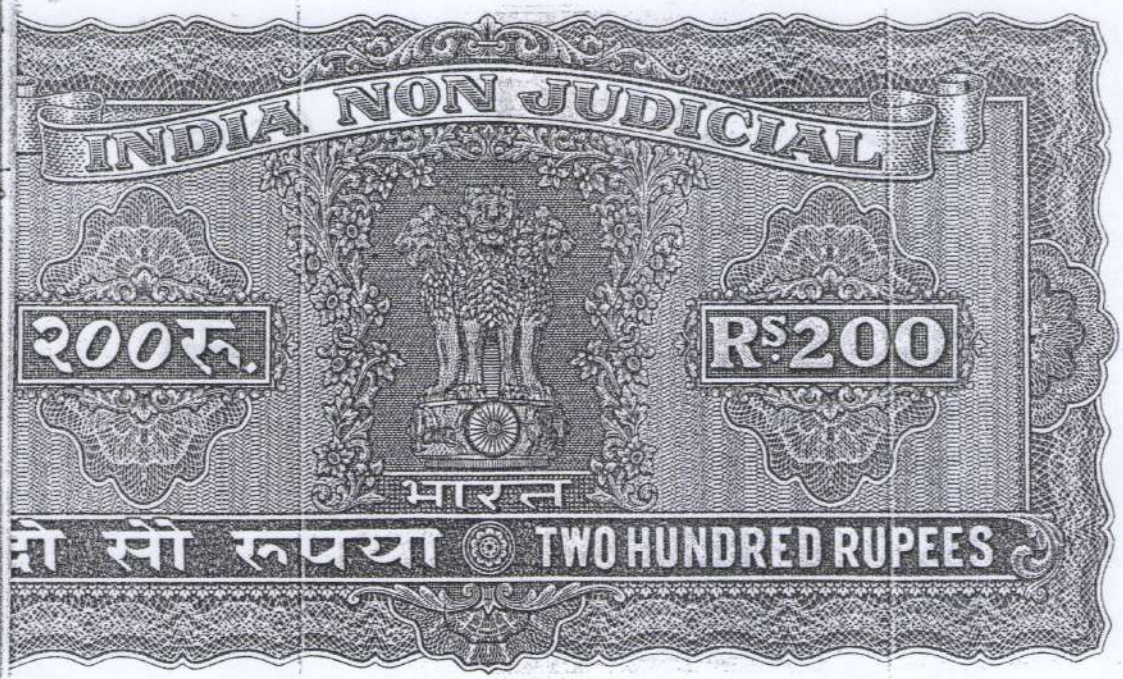
भारत

सात सौ पचास रुपया SEVEN HUNDRED & FIFTY RUPEES

Party herein as the Commissioner of Partition and it is thereby inter alia ordered and decreed that if the Confirming Party -- therein described as the Commissioner thinks fit and proper -- instead of making a partition by metes and bounds do after the expiry of one year from the date thereof sell the said premises either by public auction or private treaty to the best purchaser or purchasers that can be got for the same provided the said - Commissioner shall consider that a sufficient sum has been -- offered for the same and that for the purposes of such sale the the said Commissioner shall fix a reserved price and all deeds and writings relating to the said premises in the custody or - power of any of the parties to be produced before the said -- Commissioner upon oath or solemn affirmation as the said Commis--sioner shall direct And it is thereby further ordered and -- decreed that all proper parties do join in and execute a -- Conveyance or Conveyances in respect of the said premises in favour of the purchaser or purchasers And it is thereby further ordered and decreed that the money to arise by such sale be -

paid

200 Rs.



paid to the said Commissioner the Confirming Party AND WHEREAS one Kanhaiyalal Agarwalla and the Purchaser herein offered to - purchase the said premises No. 103, Sovabazar Street at and for the price of Rs. 2,03,000/- (Rupees Two Lacs and Three Thousand) only AND WHEREAS the said Confirming Party being of the -- opinion that the same is highest offer received by him for the said premises accepted the said offer AND WHEREAS/ pursuant to the said acceptance of the offer made by the said Kanhaiyalal - Agarwalla and the Purchaser the said Confirming Party on the Twenty-seventh day of February One Thousand Nine Hundred and -- Fifty-seven entered into a formal Agreement for Sale with the said Kanhaiyalal Agarwalla and the Purchaser for sale unto them or to their nominee or nominees of the said premises No. 103, Sovabazar Street at the said price of Rs. 2,03,000/- (Rupees - Two Lacs and Three Thousand only) free from all encumbrances - AND WHEREAS the Purchaser paid to the Confirming Party the sum of Rs. 10,000/- (Rupees Ten Thousand only) as and by way of -- earnest and in part payment of the purchase money which the --

Confirming

150 Rs.

INDIA NON JUDICIAL

१५० रु.

Rs 150

भारत

एक सौ पचास रुपया ONE HUNDRED & FIFTY RUPEES

Confirming Party has received on behalf of the Vendors AND -- WHEREAS the said Kanhaiyalal Agarwalla has since appointed the Purchaser as his nominee to complete the purchase and has -- requested the Vendors to execute and register the Conveyance in favour of the Purchaser which the Vendors have agreed to do NOW THIS INDENTURE WITNESSETH that in pursuance of the said -- Agreement and in consideration of the said sum of Rs. 10,000/- (Rupees Ten Thousand only) paid as earnest and a further sum of Rs. 1,93,000/- (Rupees One Lac and Ninety-three Thousand only) aggregating to Rs. 2,03,000/- (Rupees Two Lacs and Three Thousa--nd only) paid by the Purchaser to the Confirming Party who -- received the same on behalf of the Vendors on or before the - execution of these presents (the receipt whereof the Confirming Party doth hereby admit and acknowledge and the Vendors do of and from the same release acquit and discharge for ever the -- Purchaser well as the said premises and every part thereof) the Vendors as beneficial owners do and each of them doth hereby - sell grant transfer convey assign and assure and the Confirming

Party

5 Rs

INDIA

पाँच रुपया

FIVE RUPEES भारत FIVE RUPEES

Party doth hereby concur and confirm the same unto the -- -- Purchaser ALL THAT partly one storied and partly two storied and partly three storied brick built messuage tenement land - hereditaments and premises No. 103, Sovabazar Street in the town of Calcutta more fully set out in the Schedule hereunder written OR HOWSOEVER OTHERWISE the said messuage tenement - land hereditaments and premises now are or is or heretofore - were or was situate butted and bounded called known numbered described or distinguished together with all yards compunds paths passages sewers drains water and water courses and all manner of ancient and other lights/rights liberties privileges -- easements advantages and appurtenances whatsoever to the said messuage tenement land hereditaments and premises or any part thereof belonging or in anywise appertaining thereto or -- usually held used occupied or enjoyed therewith or reputed to belong or be appurtenant thereto or any part thereof and all the estate right title interest property claim and demand -- whatsoever both at law and in equity of them the Vendors into

upon

upon or in respect of the said messuage tenement land heredi--taments and premises or any part thereof AND all deeds -- documents and muniments of title exclusively relating to the said messuage tenement land hereditaments and premises which now are or hereafter shall or may be in the custody power or possession of the Vendors or any of them or any person or -- persons from whom they or any of them may procure the same without any action or suit TO HAVE AND TO HOLD the said -- messuage tenement land hereditaments and premises hereby - granted transferred conveyed or expressed so to be unto and to the use of the Purchaser absolutely and for ever and free from all encumbrances AND the Confirming Party and the -- Vendors do and each of them doth hereby covenant with the Purchaser notwithstanding any act deed or thing by the Confirming Party and the Vendors or by any of their predecessors-in-title done or executed or knowingly - suffered to the contrary the Vendors how have good right full and absolute authority to convey the said messuage tenement land hereditaments and premises hereby granted transferred conveyed or expressed so to be unto and to the use of the - Purchaser and the Purchaser shall at all times hereafter - peaceably and quietly possess and enjoy the said messuage - tenement land hereditaments and premises and receive the - rents issues and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the said Vendors or any persons lawfully or equitably claiming from under or in trust for them AND THAT free from all encumbran--ces whatsoever made or suffered by the Vendors or any of - their predecessors-in-title or any person or persons -- lawfully or equitably claiming as aforesaid AND FURTHER that

the

the Vendors and all persons having lawfully or equitably -- claiming any estate or interest in the said messuage tenement land hereditaments and premises or any of them or any part - thereof from under or in trust for the Vendors or from or - under any of their predecessors-in-title shall and will from time to time and at all times hereafter at the request and - cost of the Purchaser do and execute or cause to be done and executed all such acts deeds and things whatsoever for -- further and more perfectly assuring the said messuage tene--ment land hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT the partly one storied party two storied and partly three storied brick built messuage tenement or partly dwelling and partly tenanted house and also out houses, -- together with the piece or parcel of revenue free land there--unto belonging and on part whereof the same are erected and built and containing by estimation an area of 1 (one) Bigha 7 (seven) Cottahs (in all 27) (Twenty Seven Cottahs) a -- little more or less situate lying at and being Municipal - premises No. 103, Sovabazar Street in Pargannah Suttanutty in the town of Calcutta and butted and bounded in the manner following, that is to say, on the North by premises No. 51, Nanda Ram Sen Street, on the East by premises Nos. 107 and 105, Sovabazar Street and partly by premises Nos. 276/2, - 276, 275, 274 and 272 Upper Chitpore Road, on the South --

partly

partly by Sovabazar Street and partly by premises Nos. 105 and 101, Sovabazar Street and on the West by premises No. 101, -- Sovabazar Street, Calcutta.

IN WITNESS WHEREOF the parties hereto of the First - and Second Parts have put their respective hands and seals the day month and year first above written.

SIGNED SEALED and DELIVERED at Calcutta in the presence of :-

Brajballav Roychowdhury by the pen of Anilchandra Roychowdhury, his constituted attorney

Sushil Kumar Ray Chowdhury

Pradip Kumar Roychowdhury

Bonoy Krishna Roychowdhury

Rupendra Krishna Roychowdhury

Gour Prasanna Roychowdhury

Explained by me to the executants Sri Sushil & Pradip Chowdhuri & Sri Mrinal Roy

Sambhu Nath Das
Commissioner of Partition
in Suit No. 97 of 1953

MY SEAL

RECEIVED

RECEIVED from the within-mentioned)
Purchaser the within-mentioned sum of --)
Rupees Two Lacs and Three Thousand only) Rs. 2,03,000/-.
being the within-mentioned Consideration)
money as per Memo hereunder written.)

- MEMO OF CONSIDERATION.

By earnest money Paid on 26th February 1957 by cheque No. A259126 on United Bank of India Ltd, Clive Ghat Street Branch Drawn by Kanhaiyal Purannmll ---- Rs 10,001-0-0

In part payment of the Consideration paid on 27th September 1957 by Cheque No. CLG/25 No. A 326142 on United Bank of India Ltd ---- Rs 25,000-0-0

Paid today by Cheque No. B 54530 on The First National City Bank of New York, Calcutta, Drawn by M/S A. P. Agarwalla & Co. Solicitors for the Purchaser ---- Rs 1,67,999-0-0

Total — Rs 2,03,000-0-0

Rupees two Lacs and three thousand only

Sudhir Mitra

Asoke Krishna Jha
Witnesses
B.C. Das.

Shambhunath Das
Commissioner for Oaths
Appt. no 87, 30.1.95.

Deposit
Book No. I
Volume No. 114
Pages 266 to 279
Being No. 4572
for the year 1957.

DATED THIS 18th DAY OF NOVEMBER, 1957

From.

BROJOBALLAV ROY CHOWDHURY & ORS.

To.

PURANMAL MORE.

C O N V E Y A N C E.

Registrar of Assurances
Calcutta
19.12.57.

Registrar of Assurances
Calcutta
18/11/57

L. P. AGARWALLA & CO.
Solicitors.
1B, Old Post Office St.
Calcutta.